

UNITED SCENIC ARTISTS, LOCAL USA-829

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INDEPENDENT MOTION PICTURE AGREEMENT

by and between

UNITED SCENIC ARTISTS, LOCAL USA - 829, of I.A.T.S.E.

and

May 16, 2011 to May 15, 2012

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INDEPENDENT MOTION PICTURE AGREEMENT

AGREEMENT made and entered into as of the ____ day of _____, 201__, by and between UNITED SCENIC ARTISTS, LOCAL USA - 829, of I.A.T.S.E. (hereinafter called the "Union") and the undersigned motion picture company (hereinafter called the "Producer"). In consideration of the covenants herein contained, the parties agree as follows:

ARTICLE 1

A. SCOPE

This Agreement applies and is limited in its application to Art Directors, Assistant Art Directors, Storyboard Artists, Computer Graphic Artists, Scenic Designers, Charge Scenic Artists, Journey Scenic Artists, Costume Designers, Assistant Costume Designers, Art Department Coordinators and Scenic Department Shop Persons (hereinafter collectively called "Employees"), employed by or engaged to work on Motion Pictures made for theatrical use ("covered productions") within the geographic jurisdiction set forth in B below. The terms and conditions of employment for any type of production by the Producer within the geographic jurisdiction set forth in B below, other than a motion picture made for theatrical use, shall be under such terms and conditions as shall be mutually agreeable between the Producer and the Union, but in no event less than the terms and conditions generally applicable to such types of production within the industry.

B. GEOGRAPHIC JURISDICTION

The application of this entire collective bargaining agreement shall be specifically limited to covered productions which take place within the states of New York, New Jersey, Pennsylvania (except for a 100 mile radius around Pittsburgh), Delaware, Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont. All references in this Agreement to locations, sets, studios, or any other location of the Producer, shall be deemed to encompass only those locations, sets and studios within the geographical jurisdiction.

C. DESCRIPTION OF EMPLOYEE CLASSIFICATIONS

(A) The PRODUCTION DESIGNER is engaged at a negotiated rate equal to or above the minimum rate set forth in this Agreement for the ART DIRECTOR. The PRODUCTION DESIGNER may be engaged for preliminary pre-production weeks as necessary and as agreed to by the employer. The PRODUCTION DESIGNER shall direct the Art Department employees covered under this Agreement as well as individuals that may not be covered under this Agreement but who are none the less covered by another union industry agreement such as other locals of the I.A.T.S.E.

(1) The ART DIRECTOR may execute and be responsible for the production of all illustrations, continuity sketches, perspectives, graphic and computer graphics imagery, scenery and set designs, scale models for such scenery, sets and props, designation of surface coloration and texture, drafting of all plans and elevations and shall give approval on sets (defined as any locale for story developments) and properties, the dressing of sets and scenery, finding and recommending, for the consideration of the Director and the approval of the Producer, locations which are visually suitable for the production.

(1a) When engaged, the STORYBOARD ARTIST shall create a series of drawings, pictures and/or images, which present the story and action of the motion picture in a narrative sequence that depicts each camera angle and 'shot' in all of or a portion of the finished motion picture production. The work of the STORYBOARD ARTIST shall be done in collaboration with the Director, Director of Photography and the Production Designer (or Art Director) and be used in all aspects of the motion picture production to articulate and define the eventual artistic and aesthetic qualities of the motion picture.

(2) The ASSISTANT ART DIRECTOR(S) must meet with the approval of the ART DIRECTOR and assist as necessary in the work outlined in (1) above. He or she should work under the supervision of the ART DIRECTOR.

(2a) The COMPUTER GRAPHICS ARTIST when engaged, must meet with the approval of the ART DIRECTOR OR COSTUME DESIGNER and assist as necessary in the work pertaining to computer graphics. He or she should work under the supervision of the ART DIRECTOR or COSTUME DESIGNER.

(more)...

(3) The COSTUME DESIGNER is responsible for: (a) the complete costume breakdown as specified by the finished scene numbered script; (b) the production of all costume designs, color sketches or outline sketches with color samples attached, including drawings or necessary descriptions of detail and its application; (c) all selection from existing costumes whether purchased, promoted, rented or chosen from a performer's personal wardrobe; (d) the supervision of all necessary fittings and alterations of the costumes and the selection of all necessary fabrics and trims; (e) the design or selection of all costume accessories; and (f) the painting and aging in the studio or on the set (but not in a costumes supply house) of costumes and costume accessories. He or she may, if necessary, shop for period costumes and costume accessories.

(4) The ASSISTANT COSTUME DESIGNER(S), must meet with the approval of the COSTUME DESIGNER and assist in the work outlined in (3) above.

(4a) The ASSISTANT COSTUME DESIGN SHOPPER, when engaged, may be hired after the hiring of the Assistant Costume Designer(s) and must meet with the approval of the Costume Designer. He or she may assist only in the shopping of clothes, fabrics and accessories for the final approval of the COSTUME DESIGNER. Should the Costume Designer wish to expand the scope of this Employee, he or she must then be considered a full ASSISTANT COSTUME DESIGNER and work at the designated rate in this contract. The Union must be informed by the Employee of such an upgrade immediately following approval by the Producer.

(5) The CHARGE SCENIC ARTIST shall be engaged with the approval of the ART DIRECTOR, and shall be responsible to the ART DIRECTOR for the accomplishment of work which includes but is not limited to the following: (a) the preparation, painting and/or coloration of all textures, plastering, appliquéing on scenery, sets and properties as necessary; (b) the application of all decorative wall or surface coverings applied by any means; (c) all lettering and sign work, sculpturing, modeling, mold making, casting, portraits or special artwork (including paintings and murals); (d) miniature sets and/or models and properties; and (e) the painting and aging in the studio or on the set (but not in a costume supply house) of costumes and costume accessories as specified by the COSTUME DESIGNER.

(5-a) The CAMERA SCENIC ARTIST shall be engaged at the CHARGE SCENIC ARTIST rate of pay for all principle photography and Second Unit photography whenever actors are included in the photography.

(more) ...

Notwithstanding anything contained above, the Producer shall be permitted to purchase, rent, receive for free, or receive for a promotional consideration any item which is available to the general public, or any existing item which has been created for promotional considerations, or any item previously constructed or created for the Producer for purposes unrelated to the motion picture, or any item previously constructed or made for another person or corporation for purposes unrelated to the motion picture. The word "item" as used herein refers to all of the matters set forth in (a) through (e) above. Nothing contained in this paragraph 5 is intended to change past practice.

(6) JOURNEY SCENIC ARTIST(S) when engaged, must meet with the approval of the CHARGEMAN as necessary to assist in the work outlined in (5) above.

(7) SHOP PERSON(S) when engaged, may have the following duties: (a) make and maintain tools, i.e., drawing sticks, pounce bags, nap lines, floggers, etc.; (b) maintain inventory of all paints, dyes, binders, solvents and supplies, and notify the CHARGE SCENIC ARTIST or Shop Purchasing Agent of any immediate shortages; (c) clean and maintain all brushes and pails used by the SCENIC ARTIST; (d) prepare glues, sizes, anilines and textural solutions used by the ARTIST; (e) stand by to assist the SCENIC ARTIST in such areas as bringing equipment to work areas, snapping lines, taping and laying paper, moving scenery, laying out and folding up of drops and in any other way that he or she may be called upon to assist with the exception of any actual drawing, painting or application of scenic materials; (f) maintain the cleanliness of work areas; and (g) run any errand which pertains to the work of the SCENIC ARTIST and is required by the CHARGE PERSON.

(8) The ART DEPARTMENT COORDINATOR(S), when engaged, must meet with the approval of the ART DIRECTOR. He or she may be responsible for: coordinating the set-up of the art department workspace and equipment and setting up calendars. He or She may act as liaison with accounting concerning Construction and Scenic labor, vendors, and the tracking of construction and set decoration budgets. The ART DEPARTMENT COORDINATOR may perform research both physically and on the internet, may generate all forms necessary to coordinate activities in the Art Department. He or she may facilitate the processing of clearances required by the Art Department in conjunction with the proper clearance personnel. The ART DEPARTMENT COORDINATOR shall under no circumstances bear any legal responsibility for clearances. He or she shall coordinate the wrap of the Department.

ARTICLE 2

A. RECOGNITION

The Producer recognizes the Union as the exclusive collective bargaining agent for all employee classifications covered by this Agreement employed to work on covered productions directly produced by the Producer. This Agreement shall also cover work on otherwise covered productions directly produced by a subsidiary of the Producer engaged in motion picture production, provided that the Producer has in excess of a 50% financial interest in the subsidiary.

This Agreement shall be applicable to covered work only where the Producer is the employer of employees covered by this Agreement; negative pick-up transactions, distribution transactions and production/distribution transactions (as those termed are commonly understood in the industry) which are bona fide, are not covered.

B. UNION SECURITY

The Producer will employ, and maintain in its employ, only such persons as are members of the Union in good standing, or such persons as shall make application for membership in the Union, not later than the thirtieth (30th) day following either the date of hiring or the date of execution of this Agreement, whichever is later; provided, however, that nothing in this paragraph shall be construed to require the Producer to cease employing or refrain from employing any person, if the Producer has reasonable grounds for believing that (a) membership in the Union was not available to him/her on the same terms and conditions generally applicable to other members, or (b) membership in the Union was denied or terminated for reasons other than his/her failure to tender periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership therein.

ARTICLE 3

A. CHECK-OFF

The Producer will deduct each week from the gross Moneys paid to each employee covered by this Agreement, for whom there has been filed with the Producer a written assignment in accordance with Section 302(c) of the Labor Management Relations Act of 1947, a percentage, as certified by the Union in writing, equal to the Union's then current administrative dues. The percentage at the commencement of this Agreement is two (2%) percent. The Producer shall transmit all deductions made pursuant to this Article at the end of each month to the offices of Local USA-829 and made payable to the Local USA-829 General Fund.

ARTICLE 4 WAGES

(1) The following rates for employees covered under this Agreement are minimum rates.

Effective May 16, 2011

Production Designer (above Art Director rate)	60 hr. week	Overscale
Art Director	60 hr. week	\$ 4,159.15
Storyboard Artist	60 hr. week	\$ 4,159.15
Assistant Art Director	(8 hours)	\$ 586.00
Computer Graphic Artist	(8 hours)	\$ 586.00
Costume Designer	60 hr. week	\$ 4,159.15
Assistant Costume Designer	(8 hours)	\$ 510.00
Assistant Costume Designer/Shopper <i>** (see contract provision / to be hired exclusively for shopping / Assistant Costume Designer(s) must be hired first)</i>	(8 hours)	\$ 377.60
Charge Scenic Artist	(8 hours)	\$ 532.00
Camera Scenic Artist	(8 hours)	\$ 532.00
Lead Scenic Artist	(8 hours)	\$ 482.00
Journey Scenic Artist	(8 hours)	\$ 436.88
Scenic Dept. Shop Person	(8 hours)	\$ 302.88
Art Department Coordinator	(8 hours)	\$ 330.32

(2) Weekly rates for employees who work three (3) days or less in a workweek shall be prorated at one-fifth (1/5) for each day worked. Weekly employees* that work more than three (3) days in a workweek shall be entitled to a full week's pay. ******(Production Designer, Art Director, Costume Designer, and Storyboard Artist.

ARTICLE 5 WORKING HOURS

A. FOR EMPLOYEES ON HOURLY WAGES

(1) The regular work week for employees not on weekly hours shall be any five (5) days out of seven a seven (7) day workweek. (a) The regular workday shall consist of any eight (8) hours for shifts which commence between 6:00 a.m. and 6:00 p.m. Shifts which commence within the above designated hours will be paid for at straight time for the first eight (8) hours' pay.

(b) When the shift commences outside these hours, premium pay will be paid only for such time worked before 6:00 a.m. The minimum call for such shift is the equivalent of eight (8) hours' pay at straight time.

(c) The regular workday during principal photography, for construction and prep or "on set" Local USA 829 personnel* shall consist of eight (8) hours between 6am and 6pm.

(2) For employees not on weekly hours, all work performed in excess of forty (40) hours during a regular work week or in excess of eight (8) hours in any day shall be paid for at the rate of time and one-half.

Work performed in excess of twelve (12) elapsed hours in a day shall be paid at the rate of double time. Work in excess of fourteen (14) hours shall be paid at the rate of two and one-half times the hourly rate, and work in excess of 16 hours shall be paid at the rate of triple time until a rest period of at least ten (10) hours is allowed.

(a) Overtime pay is calculated in ($\frac{1}{2}$) one half hour increments.

(3) During principal photography a rest period of ten (10) hours shall be allowed between one day's work and the next. If less than ten (10) hours is allowed, then all work performed shall be paid at the double and one half time ($2\frac{1}{2} \times$) rate for the hours so invaded.

(4) For employees not on weekly hours, all work performed on the employees' (crews'), sixth consecutive workday shall be compensated at the rate of time and one-half. Work performed on the employees', (crew), seventh consecutive workday or a designated Holiday shall be paid for at the rate of double time.

(5) One time during the production of the motion picture (except in the case of employees working in episodic television), Employer may shift the work week, without incurring added costs, by adding one or two days off consecutive with the sixth and/or seventh days off of the prior work week and / or by shifting a work week commencing on Tuesday to a work week commencing on Monday, provided that the intervening Sunday is a day off. In the case of employee working in episodic television, Employer may exercise the foregoing rights once between hiatus periods (i.e.: between the commencement or resumption of production and a cessation of principal photography for the series for at least one week).

If the Employer otherwise shifts the work week such that the new work week invades the preceding work week, the Employer shall pay the premium for the sixth and/or seventh day worked of the preceding work week. Employee shall be advised of any shifts in the work week prior to commencement of that work week. In no case may Employer shift the work week for the sole purpose of avoiding paying for an un-worked holiday.

B. FOR EMPLOYEES ON WEEKLY HOURS

(1) All employees engaged on weekly hours shall have a work schedule permitting two (2) consecutive days off during any seven (7) days of employment and a workweek not too exceed sixty (60) hours for five consecutive days worked.

(2) If any employee on weekly hours is required to perform work exceeding sixty (60) hours within the first five work days and / or on the employee's sixth consecutive workday, the employee shall be paid one and one half times one fifth (1-1/2 times 1/5th.) of the weekly (60 hour) rate. All work performed in excess of 12 elapsed hours of the sixth work day shall be paid for at the rate of two times one sixtieth of the employee's weekly rate.

If an employee on weekly hours is required to perform work on his/her seventh consecutive workday or a designated holiday, he/she shall be paid two fifths (2/5ths.) of the weekly rate. It is agreed that such premium pay must be authorized in advance by the UPM or Line Producer.

(3) One time during the production of the motion picture (except in the case of employees working in episodic television), Employer may shift the work week, without incurring added costs, by adding one or two days off consecutive with the sixth and/or seventh days off of the prior work week and/or by shifting a work week commencing on Tuesday to a work week commencing on Monday, provided that the intervening Sunday is a day off. In the case of employee working episodic television, Employer may exercise the foregoing rights once between hiatus periods (i.e.: between the commencement or resumption of production and a cessation of principal photography for the series for at least one week).

If the Employer otherwise shifts the work week such that the new work week invades the preceding work week, the Employer shall pay the premium for the sixth and/or seventh day worked of the preceding work week. Employee shall be advised of any shifts in the work week prior to commencement of that work week. In no case may Employer shift the work week for the sole purpose of avoiding paying for an unworked holiday.

C. TURNAROUND - ALL EMPLOYEES

(1) There shall be a ten (10) hour rest period between wrap time and call time the next day. If the decision is made to come back to work after less than 10 hours, the employee's time at work shall be considered continuous from the previous day.

(2) There shall be a thirty-four (34) hour turnaround every six (6) day week and a fifty four (54) hour turnaround every five day week.

(3) In the event that a holiday falls adjacent to the weekend, there shall be a fifty-four (54) hour turnaround in every six (6) day week and a seventy-four (74) hour turnaround in every five (5) day work week.

(a) When a non-worked holiday falls during the work week, there shall be a minimum thirty-four (34) hour turnaround.

D. MEALS AND MEAL PERIODS

(1) Meal periods shall be called no earlier than the third hour and no later than the sixth hour from the starting time or the prior meal, as the case may be.

(2) Employees working after the time specified for the various meal periods without having taken the meal period shall be paid additional pay of \$15.00 for the first one-half hour, \$25.00 for the second one-half hour, and one (1) hour of pay at the prevailing rate for each succeeding one-half hour of invasion of the meal period. Meal penalties are not applicable to employees engaged on an unlimited hour basis.

There shall, however, be no penalty as provided herein when traveling or making traveling transfers if food cannot be supplied within the time limits specified due to an emergency beyond the carrier's control or because of the necessity of meeting scheduled departures of the carrier. Nor shall any penalty apply when on location and no adequate restaurant facilities are readily available (the words "readily available" for the purposes hereof meaning within a short distance) provided meal breaks are called within the designated time limits, and provided further the Producer furnishes adequate box lunches, and this shall be so, even though the person may, instead of availing himself of the box lunch supplied by the Producer, elect to travel at some distance to a restaurant not readily available. If the person so elects and leaves the location, he must return at the end of the designated meal period. If the Producer does not provide adequate box lunches on a location job and adequate restaurant facilities are not readily available, the time necessarily spent in traveling the distance to a restaurant shall not be deemed part of the meal period and the meal break shall be deemed

called as of arrival at the restaurant. Where, however, such travel to a restaurant occurs after "wrap-up", no penalties will be charged.

(3) The Producer shall provide meals for all persons on location in town or in lieu thereof reimburse the employees as herein provided.

	Meal Allowance <u>In Town</u>	Meal Allowance <u>Out-of-Town</u>
Breakfast	\$6.00	\$8.50
Lunch	\$8.00	\$12.00
Dinner	\$15.00	\$25.00

D. CANCELLATION OF CALL

The Producer shall notify the employee not later than 2:30 p.m. that said employee will not be engaged on the following day. In the event such notice is not given, said employee shall automatically be employed for the following day.

ARTICLE 6
MINIMUM CREW REQUIREMENTS

A. All productions must engage at least one (1) Art Director (or Production Designer) and one (1) Costume Designer whose engagements must commence during the pre-production and continue to the conclusion of the shooting. Whenever shooting is in progress, an Art Director (or Production Designer or Assistant Art Director) and a Costume Designer (or Assistant Costume Designer) must be called and present, or at another, nearby location.

B. When construction is in progress all productions must engage at least one (1) Charge Scenic Artist. During said construction period, additional Journey Scenic Artists shall be engaged when necessary. When there is no construction in progress, but there is shooting in progress, all productions must engage at least one (1) Charge Scenic Artist. During said shooting, additional Journey Scenic Artists shall be engaged when necessary. When there is both construction in progress and shooting in progress, all productions must engage at least one (1) Charge Scenic Artist for construction and at least one (1) Journey Scenic Artists at the Charge Scenic Artist's rate of pay assigned to the shooting crew, and where both construction and shooting are in progress, additional Journey Scenic Artists shall be engaged when necessary.

C. Any location restoration work will be covered under this Agreement. No sub-contracting is allowed for work covered under this Agreement.

D. The provisions of paragraphs A. and B. of this Article 6 shall apply to feature films with a New York based production office (whether or not prep and filming is in the tri-state area). With respect to non-New York based productions wherein the employer has partial filming in another part of the country, the employment of classifications covered by this Agreement shall be subject to the mutual agreement of the parties, it being understood that such employment shall be based on the needs of the production. Except for the position of Camera Scenic Artist who shall be assigned to the shoot crew.

ARTICLE 7

DOUBLE PENALTY FOR VIOLATION

If, at any time, work clearly falling within the jurisdiction of the Union is performed for a production by a person who is not employed pursuant to this Agreement, the Producer will be penalized to the extent of double the amount of pay which would have been due and payable if said person had been employed. All payments are due within ten (10) days of this violation being brought by the Union to the Employer.

ARTICLE 8

HOLIDAYS

The parties hereto recognize the following holidays:

New Year's Day
Presidents Day
Good Friday
Decoration Day (Memorial Day)
Independence Day
Columbus Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Any holiday designated by Federal statute shall be considered to fall on the day so designated except that any holiday falling on a Saturday, whether designated by Federal statute or not, shall for the purpose of this agreement, be celebrated on the previous Friday, and any holiday falling on a Sunday, whether designated by Federal statute or not, shall for the purpose of this Agreement, be celebrated on the following Monday. For any request on holidays to be modified or considered adjusted as work days to accommodate shooting schedule, contact the Business Representative.

ARTICLE 9
LOCAL USA - 829 BENEFITS

PENSION & WELFARE FUNDS

(1) As of 5/16/11 the Producer shall contribute the sum of fifty dollars (\$55.00) per person per day to the Welfare Fund and the sum of forty-nine dollars (\$49.00) per person, per day to Pension Fund of the United Scenic Artists, Local USA-829.

Please remit a separate check to each fund to: United Scenic Artists Local USA 829
Pension & Welfare Funds
c/o Administrative Services Only, Inc.
303 Merrick Road, Suite 300
Lynbrook, NY 11563-9010

Telephone: 1- 877-999-3555 / Email: usa829pw@asonet.com

(2) Said Trust Funds shall be used for the purpose of providing various types of pension, health and welfare and death benefits to employees represented by the Union.

(3) Said Trust Funds shall be separately and independently established under an agreement and declaration of trust which the parties hereto shall enter into for such purposes. Such Funds shall be subject to all requirements of law and the administration thereof will be by trustees, an equal number of who shall be designated by the Union and by representatives of contributing employers.

(4) Contributions, as herein required, shall be due and payable to the United Scenic Artists, Pension & Welfare Funds c/o Administrative Services Only, Inc., 303 Merrick Road, Suite 300, Lynbrook, NY 11563-9010, at the end of each month. Upon making such monthly payment, the Producer will furnish a statement of the employees and the dates of their employment on whose account the contributions are being made. If so required by the trustees, such statements will be on forms supplied by the Fund and copies of same will simultaneously be sent to the Union along with the contributions.

(5) The apportionment of the payment for the purpose of providing the benefits herein and before set forth shall be determined by trustees designated by the Union and the Producer acting with the advice of an expert consultant. It is a condition of the contribution herein and above set forth that the same shall be deductible as a business expense by the Producer under the provisions of the Internal Revenue Code as it now exists or hereafter is amended.

LOCAL USA 829 ANNUITY FUND

(6) An annuity contribution of five and one half per cent (5.5%) of applicable straight time hourly scale rate of pay for all hours worked or guaranteed shall be remitted by the producer per member employed. (*Plan established June 15, 1999*).

I.A.T.S.E. National Benefits Funds
417 Fifth Ave., 3rd Floor, New York, NY 10016-2204
(212).580-9092 / toll-free: (800).456-3863 (FUND)

ARTICLE 10 LOCATIONS IN TOWN

A. All locations within the defined geographic jurisdiction of Local USA 829 shall be considered "report-to" locations for the boroughs of Manhattan, Bronx, Brooklyn, and Queens with the employee's work time starting at his/her call time and ending at his/her dismissal from that location, not including meal periods. Furthermore, it is understood that no mileage is payable under these circumstances. For locations within the Borough of Staten Island, the Jersey Strip, and to the Nassau Suffolk County line see the New York Production Locals addendum regarding travel. For locations in New England, please see the Production Addendum Agreement.

B. For a production not using a studio, then all shooting will be deemed "on location".

ARTICLE 11 TRAVEL

An employee shall receive eight (8) hours pay at straight time plus Pension and Welfare on a day devoted exclusively to travel. On a day in which regular work is performed, and in addition, the employee is required to travel, then, in addition to compensation for his regular work, the employee shall be compensated up to four (4) hours travel time at the applicable rate (straight time or overtime as the case may be). Weekly employees shall receive 1/5th of their weekly rate on a day devoted exclusively to travel. On a day when the weekly employee is performing their regular work, in addition to travel, they will be paid an additional 1/10th of their weekly wage for each day traveled and worked within their standard workweek. When working and traveling on the 6th or 7th consecutive day in the workweek, an additional 1/10th shall be paid to the respective wage for the 6th or 7th consecutive day worked (as defined in Article 5 B).

ARTICLE 12

OUT OF TOWN LOCATIONS

An employee engaged on an overnight location, out of town, shall be provided with first class lodging accommodations and, in addition to the out-of-town meal allowance set forth in Article 5(c)(3), a per diem expense allowance of \$48.00 per day, which shall cover, among other expenses, local transportation, excluding authorized car rental.

A. Employees required to be on out-of-town locations on a sixth consecutive day will be paid not less than eight (8) hours straight time pay if they do not work, and eight (8) hours at the overtime rate if they do work.

B. Weekly employees shall receive 1/5th of their weekly wage for all unworked days while out of town.

C. A daily rate employee shall be paid for not less than four (4) hours at double time when required to work on a seventh consecutive workday Sunday or a Holiday, while on an out-of-town location.

D. The Producer will provide minimum coverage of \$50,000.00 flight insurance for an employee required by the Producer to travel by airplane during an assignment and \$100,000.00 flight insurance for an employee required by the Producer to travel by helicopter during an assignment.

E. Travel by air shall be tourist or economy class in a regularly scheduled commercial aircraft.

F. Employer shall contribute \$104.00 per employee, per day to the employee's Pension & Welfare (\$55.00 Welfare.\$49.00 Pension) for any out-of town layover and unworked holidays

ARTICLE 13

CREDIT

A. Where credit is given to the Director of Photography, the Production Designer, Art Director, and Costume Designer shall be given credit of equal size and shall appear on the screen immediately following or preceding the credit given the Director of Photography. Where credit is given to any department head (such as sound, make-up, etc.), the Charge Scenic Artist, Camera Scenic Artist, Storyboard Artist and Assistant Costume Designer shall be given credit of equal size and shall appear with them.

B. In the event that, pursuant to paragraph A. above, an Art Director or Costume Designer is entitled to receive credit, then nothing herein shall preclude the Producer and the Art Director and the Producer and the Costume Designer, as the case may be, from mutually agreeing to a credit in the following form:

Art Director _____ or Art Direction by _____ or
Production Designer _____ or Production Designed by _____;
Costume Designer _____ or Costumes Designed by _____

ARTICLE 14 MATERIAL

The Producer will reimburse the Art Director, Costume Designer and the Storyboard Artist for kit rentals; to be negotiated between the Art Director and / or Costume Designer and / or Storyboard Artist and the Producer or their representative.

The Producer will reimburse the Charge Scenic Artist for all materials, tools and brushes purchased by said Charge Scenic Artist and used for the production or, at its option, the Producer will furnish to the Charge Scenic Artist all materials, tools and brushes used for the production.

ARTICLE 15 HEALTH, SAFETY, SANITARY CONDITIONS, INSURANCE, AND LOCKERS

A. The Producer shall provide a safe and sanitary place for the clothing of the employees and sanitary lavatory facilities at all shops, studios and locations.

B. It shall be the responsibility of the Producer to provide and maintain properly ventilated safe working places in all shops, studios or locations and protective equipment when necessary. Employees shall not be required to use materials and equipment hazardous to their health and/or safety. The Producer shall not discriminate against any employee who shall exercise rights under this paragraph (B).

C. The Union may designate either the shop steward or another Union representative as a safety representative who shall have the right to meet upon request at reasonable times with the Production Manager for a covered production in order to discuss questions of health and safety.

D. The Producer agrees to provide coverage for employees covered hereunder under the Producer's existing AD & D policy. Such coverage will include a minimum of \$100, 000.00 for the maximum incident.

E. In the event of a complaint or concern about an unsafe condition, Local USA-829 representatives can contact the Labor Relations office of the Producer to ensure that prompt investigation and appropriate action will be taken if the Producer finds that an unsafe condition exists.

ARTICLE 16 EMPLOYEES LIST

The Producer shall file with the Union from first day of principal photography a listing of all employees who are working on a production covered by this Agreement. The list shall be kept up-to-date at all times as employees are laid off or as employees are added.

ARTICLE 17 MISCELLANEOUS

A. ARBITRATION

Arbitration disputes shall consist only of issues involving the interpretation or application of particular clauses of this Agreement and alleged violations. The arbitrator shall not have the right or authority to add to, subtract from, or alter any of the provisions of this Agreement. Matters as to which the parties have provided in the Agreement for the exercise of opinion or judgment shall not be subject to arbitration.

Any arbitrable dispute which the parties are unable to settle may be submitted by either the Union or the Producer for arbitration in New York City pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association and the fees of the arbitrator shall be divided equally between the Union and the Producer. The decision of the arbitrator shall be final and binding.

In the event of any dispute between the Union and the Producer, the parties agree promptly and in good faith to attempt to settle such matter between them amicably. In the event that the dispute cannot be settled, it shall be submitted to arbitration on the request of either party within thirty (30) days of the union's notification of the dispute.

B. NON-DISCRIMINATION

Neither the Producer nor the Union shall discriminate against any employee or applicant on account of sex, age, race, creed, color, national origin, union membership or union activities.

C. PAYMENT OF WAGES

All employees will be paid on Thursday for all straight time work through and including Friday of that week and all overtime work, if any, of the prior week. All employees will be paid by check. The Producer will make best efforts to arrange for check cashing facilities in the city.

When the services of a daily employee are terminated, he/she shall be paid by check within twenty-four (24) hours all moneys due him/her under the Agreement, except that any overtime accruing on the last day worked may be paid not later than the second subsequent workday.

D. SAVING CLAUSE

In the event any clause of this Agreement is declared illegal, it shall not prevent the rest of this Agreement being in full force and effect.

E. APPRENTICESHIP PROGRAM

A daily contribution of \$5.85 per member per day shall be made payable to the **United Scenic Artists Apprenticeship Fund** c/o Local USA-829, 29 West 38thst St., 15th fl., NY, NY 10018.

ARTICLE 18

BUSINESS AGENT OR REPRESENTATIVE

The duly authorized Business Agent or Representative of Local USA - 829 or her/his duly authorized representative shall be permitted to visit any portion of the studio or job site at all times.

ARTICLE 19

TERM

The term of the Agreement shall be from May 16, 2010 through and including May 15, 2011 or as indicated by the productions, commencement and wrap dates attached hereto.

ARTICLE 20
CHANGES AND MODIFICATIONS

This Agreement may not be changed, modified, renewed, extended or discharged except by an Agreement in writing, signed by the party against whom enforcement of the change, modification, renewal, extension or discharge is sought.

INDEPENDENT MOTION PICTURE AGREEMENT

by and between

UNITED SCENIC ARTISTS, LOCAL USA - 829, of I.A.T.S.E.

And

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

I.A.T.S.E. LOCAL USA - 829,
UNITED SCENIC ARTISTS

COMPANY NAME:

BY: _____
Cecilia Friederichs, National Business Agent

BY: _____

PLEASE PRINT: Name / Title

DATE: _____

DATE: _____

EXHIBIT 1

May 16, 2011

Local USA-829, United Scenic Artists
29 West 38th Street, 15th fl.
New York, New York 10018

Attention: Cecilia Friederichs, National Business Agent

Gentlemen:

This letter shall supplement the "Motion Picture Agreement" by and between Local USA-829, United Scenic Artists and: _____ dated the 16th day of May, 2011 to and including the 15th day of May, 2012.

In addition to the "Scope" set forth in Article I-A of the collective bargaining agreement, the "Motion Picture Agreement" shall also cover motion picture films made for free television use and filmed television programs (entertainment or other) made for free television use.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement between us.

Very truly yours,

By: _____

ACCEPTED AND AGREED:

I.A.T.S.E. LOCAL USA 829, UNITED SCENIC ARTISTS

BY: _____
Cecilia Friederichs, National Business Agent